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Beautiful Silk Crepes in all the new shades, Sheer Pine Apple Silk, 36 inches wide; Ladies' Japanese Silk Shopping Bags; Hand Embroidered and Hand Drawn-work, Grass Linen, Table Covers, Table Centers, Bureau Scarfs, Tray Cloths, Doilies, Handkerchiefs, Etc., Etc.

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We have a good assortment of popular priced handkerchiefs in plain narrow H.S., fancy scalloped and lace borders. Also an elegant range of patterns and designs in fine handkerchiefs trimmed with Maltese Point Lace and Mechlin Laces.

Here are the Names of the little girls in the lead for the Handsome Doll we will give away December 23rd.

- Alma Ferguson, Fort St. 36 votes
 - Violet Atherton, 706 King St. 28 "
 - Pearlie Kekumano, Vineyard St. 26 "
 - Ruth C. Soper, Lunailo St. 18 "
 - Alice Moore, Green St. 18 "
 - Ellen Johnson, Honolulu Soap Works, 10 "
 - Eloise Wichman, King & Victoria Sts 10 "
 - Mabel Kemble, 1009 Punchbowl St. 8 "
- The last day of voting will be Saturday Night at 10:00 o'clock, December 21st.

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Flexible Cement Roofing

We have now a large stock of the above on hand. CEMENT ROOFING affords thorough fire protection to the building and is a non-conductor of heat and cold. No rusting, decaying, warping, cracking or melting; always flexible, quickly and easily applied. Pure water flowing from the roof can be used for domestic purposes. Can be applied on old shingles or metal roof. Wind and fire proof. For flat or steep surfaces. We solicit your enquiries and will promptly furnish any information desired.

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WELL WORDED WANTS IN

THE BULLETIN

WORK WONDER

Canal Treaty Sent TO THE SENATE For Ratification

Washington, Dec. 5.—The new Hay-Pauncefote treaty providing for the construction of a canal across the isthmus of Panama, which was sent to the Senate yesterday, is as follows:

"The United States of America and His Majesty, Edward VII of the United Kingdom of Great Britain and Ireland, and of the British dominions beyond the seas, King and Emperor of India, being desirous to facilitate the construction of a ship canal to connect the Atlantic and Pacific oceans, by whatever route may be considered expedient, and to that end to remove any objection which may arise out of the treaty of April 19, 1850, commonly called the Clayton-Bulwer treaty, to the construction of such canal under the auspices of the Government of the United States without impairing the general principle of neutralization established in article 8 of that convention, have for the purpose appointed as their plenipotentiaries the President of the United States, John Hay, Secretary of State of the United States of America, and His Majesty, Edward VII of the United Kingdom of Great Britain and Ireland and of the British dominions beyond the seas, King and Emperor of India, the Right Hon. Lord Pauncefote, G. C. B., G. C. M. G., His Majesty's Ambassador Extraordinary and Minister Plenipotentiary to the United States, who, having communicated to each other their full powers, which were meant to be in due and proper form, have agreed upon the following articles:

ARTICLE I. The high contracting parties agree that the present treaty shall supersede the aforementioned convention of the 19th of April, 1850.

ARTICLE II. It is agreed that the canal may be constructed under the auspices of the Government of the United States, either directly at its own cost, or by gift or by loan of money to individuals or corporations, or through subscription or purchase of stock or shares, and that, subject to the provisions of the present treaty, the said Government shall have and enjoy all the rights incident to such construction, as well as the exclusive right of providing for the regulation and management of the canal.

ARTICLE III. The United States adopts as the

JUDGE LITTLE ERRED OAHU SUGAR COMPANY

HIS DECISION REVERSED AND CASE REMANDED

Jurisdiction of District Court is Determined by Amount of Claim and Not of Bond or Debt.

Chief Justice Frear and Justice Perry heard and have decided the case of Volcano Stables and Transportation Co. vs. Hayashi and Y. Kawai. It was an appeal from Judge Little, of the Fourth Circuit, and the appeal is sustained. Wise & Nickerson appeared for plaintiff, and Smith & Parsons for defendants.

Plaintiff brought an action in the District Court of Hilo upon a contract with Hayashi to make a road. Hayashi with Kawai as surety, gave a bond in \$1,000 for the faithful performance of the contract. It was complained that Hayashi failed to complete the road, to the damage of the plaintiff in \$300, and suit was brought for that amount on the bond.

Defendants demurred to the complaint on the ground that the court had no jurisdiction because the action was on a bond the penalty of which was \$1,000. The district magistrate overruled the demurrer, and gave judgment for the plaintiff for the amount claimed.

Defendants appealed, and the Circuit Judge, on his own motion, ruled that the District Court had no jurisdiction to hear or determine the case, and dismissed the action on the grounds, first, that the penalty stated in the bond was more than \$300, and, secondly, that section 1144 of the Civil Laws provided that District Courts did not have jurisdiction in such cases.

The Supreme Court is of the opinion that the Circuit Court erred, saying: "It is well settled that the amount for which judgment is prayed, and not the amount of the penalty of the bond or of the debt due determines whether or not the case is one within the jurisdiction of the court." It is also established, by the preponderance of authority, that the plaintiff may waive a portion of the amount due him, in order to bring his claim within the jurisdiction of the court.

"The order of dismissal is reversed, and the case is remanded to the Circuit Judge of the Fourth Circuit for such further proceedings as may be proper."

Most men are willing to take chances on the stretching capacity of a needle's eye.

It is a non-poisonous remedy for Gonorrhea, Gleet, Syphilis, etc. It is a natural secretion, and is not a chemical preparation. It is a natural secretion, and is not a chemical preparation. It is a natural secretion, and is not a chemical preparation.

basis of the neutralization of such canal the following rules, substantially as embodied in the convention of Constantinople, signed the 28th of October, 1888, for the free navigation of the Suez canal, that is to say:

First—The canal shall be free and open to vessels of commerce and of war of all nations observing these rules on terms of entire equality, so that there shall be no discriminating against any such nation or its citizens or subjects, in respect of the conditions or charges of traffic or otherwise. Such conditions and charges of traffic shall be just and equitable.

Second—The canal shall never be blockaded, nor shall any right of war be exercised, nor any act of hostility be committed within it. The United States, however, shall be at liberty to maintain such military police along the canal as may be necessary to protect it against lawlessness and disorder.

Third—Vessels of war of a belligerent shall not revictual nor take any stores in the canal except so far as may be strictly necessary; and the transit of such vessels through the canal shall be effected with the least possible delay in accordance with the regulations in force, and with only such intimation as may result from the necessities of the service. Prizes shall be in all cases subject to the same rules as vessels of war of the belligerents.

Fourth—No belligerent shall embark or disembark troops, munitions of war or warlike materials in the canal except in case of accidental hindrance of the transit, and in such case the transit shall be resumed with all possible dispatch.

Fifth—The provisions of this article shall apply to waters adjacent to the canal and within three marine miles of each end. Vessels of war of a belligerent shall not remain in such waters longer than twenty-four hours at any one time, except in case of distress, and in such case shall depart as soon as possible, but a vessel of war of one belligerent shall not depart within twenty-four hours from the departure of a vessel of war of the other belligerent.

Sixth—The plant, establishments, buildings and all works necessary to the construction, maintenance and operation of the canal shall be deemed to be part thereof for the purpose of this treaty, and in time of war, as in time of peace, shall enjoy complete immunity from attack or injury by belligerents and from acts calculated to impair its usefulness as part of the canal.

ARTICLE IV. It is agreed that no change of territorial sovereignty or of international relations of the country or countries traversed by the before-mentioned canal shall affect the general principle of neutralization or the obligation of the high contracting parties under the present treaty.

ARTICLE V. The present treaty shall be ratified by the President of the United States by and with the advice and consent of the Senate thereof and by His Britannic Majesty, and the ratification shall be exchanged at Washington or at London at the earliest possible time within six months from the date hereof.

In faith whereof the respective plenipotentiaries have signed this treaty and hereunto affixed their seals.

Done in duplicate at Washington the 18th day of November, in the year of our Lord one thousand nine hundred and one.

JOHN HAY, PAUNCEFOTE.

The following is the letter of President Roosevelt transmitting the treaty to the Senate:

"To the Senate: I transmit for the advice and consent of the Senate to its ratification a treaty signed November 18, 1901, by the respective plenipotentiaries of the United States and Great Britain to facilitate the construction of a ship canal to connect the Atlantic and Pacific oceans by whatever route may be considered expedient, and to that end to remove any objection which may arise out of the convention of April 19, 1850, commonly called the Clayton-Bulwer treaty, to the construction of such canal under the auspices of the Government of the United States without impairing the general principle of neutralization established in article 8 of that convention. I also inclose a report from the Secretary of State submitting the convention for my consideration."

"THEODORE ROOSEVELT."

"White House, Washington, December 4, 1901."

The text of Secretary Hay's report on the treaty, as made to the President, was also transmitted to the Senate, but the language is practically the same as that in the President's letter of transmittal.

improvements over and above the amount available from the sale of bonds, and must be provided for from the profits made on the crops of sugar."

The operating expenses of the year have been \$453,981.23, charged to the crop of 1900-01; \$327,929.84, charged to the crop of 1901-02; \$185,628.01 charged to the crop of 1902-03; \$48,827 charged to the crop of 1903-04; a total of \$1,016,366.08. The total income, partly estimated, was \$418,478.94, besides profits from the plantation store of \$6,909. The resources of the plantation are placed at \$4,850,958.37. The liabilities, including capital stock, bonds payable, agents' accounts, profit and loss and all other items is the same amount.

The crop of sugar for 1900-01 was 21,454 tons. That of the year before 19,450 tons, while the operating expenses of this year over last were only \$198,718.

Miss Wilkinson, landscape gardener of the London Public Gardens Association, and Miss Powell, secretary of the Women's International Horticultural Union of Surrey, England, who have done a vast work in placing small parks in crowded sections of London, are at present in America sight-seeing. In Philadelphia the other day a reception was given in their honor by the City Parks Association. They took a drive through Fairmount Park, and were surprised and delighted to see no fine a recreation ground within city limits.

Mexican Cigars AT HALF PRICE.

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